

## Term Contract No. 630B

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>630B</b>	<b>Brushes and Rollers, Paint</b>
<b>Effective Dates</b>	September 1, 2001 through January 31, 2006	
<b>Bid Number</b>	100809	
<b>Administrator</b>	Jim Westbrook	
<b>Phone</b>	(919) 807-4522	
<b>Fax</b>	(919) 807-4510	
<b>E-Mail</b>	<a href="mailto:Jim.westbrook@ncmail.net">Jim.westbrook@ncmail.net</a>	
<b>Last Updated</b>	September 28, 2005	

### 1. General Information

All paintbrushes, roller covers and paint accessories listed in the vendor's catalogs are available for purchase.

### 2. Scope of Contract

The scope of this contract is limited to paint brushes and rollers for use by all state agencies, departments, institutions, public school units, and certain non-state agencies.

### 3. Taxes

Prices or discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any agency requirement that exceeds \$25,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- 4A. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- 4B. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- 4C. A separate Invitation for Bids may be issued for the requirement

### 5. Minimum Orders

This contract will be for a minimum order of \$100.00 for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

### 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the contract administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example, a manufacturer accepting orders and delivering through a dealer network, or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

### 7. Delivery

The contractors will complete delivery within 9 consecutive calendar days after receipt of order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, Default and Performance Bond in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## 8. Transportation Charges

All goods shall be delivered FOB destination when the "order value" is \$100.00 or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

**Note:** If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB destination with NO additional transportation charges added.

**Note:** All shipments should be inspected for damage immediately upon receipt.

## 9. Item Pricing Information

**AS OF JULY 1, 2003, THE E-PROCUREMENT PUBLIC VIEW IS THE ONLY PLACE (FOR NON E-PROCUREMENT USERS) TO VIEW THE ITEM/PRICING INFORMATION ON THIS CONTRACT. THE PUBLIC VIEW LINK & SEARCH TIPS WILL REMAIN HERE.**

**PLEASE LET ME KNOW (919-733-6604 X167 or [jim.westbrook@ncmail.net](mailto:jim.westbrook@ncmail.net) IF YOU HAVE ANY PROBLEMS LOCATING THESE CONTRACT ITEMS.**

**REVIEW THE SEARCH TIPS, THEN CLICK THE PUBLIC VIEW LINK BELOW TO GO TO THE SEARCH BOX.**

SEARCH TIPS (TYPE ONLY 1 OF THE TIPS IN THE SEARCH BOX)	SEARCH RESULTS
630B DILLON	ALL CONTRACT ITEMS OFFERED BY DILLON SUPPLY
630B SPECTRUM	ALL CONTRACT ITEMS OFFERED BY SPECTRUM
630B 2" ANGULAR SASH	ALL 2" ANGULAR SASH PAINT BRUSHES
630B 3"	ALL 3" ITEMS
630B ROLLER	ALL ROLLER COVERS
630B ROLLER 4"	ALL 4" ROLLER COVERS
630B ARTIST	ALL ARTIST BRUSHES
630B TRAY	ALL PAINT TRAYS
630B FLAT TRIM WALL	ALL FLAT TRIM WALL BRUSHES

Above are just a few examples of how you may locate the items. If you would like more information on searching, there are two links available on the Public View page that may help: [General Search Tutorial](#) and [Searching Techniques](#). Once you feel comfortable searching, you may want to try the ADVANCED SEARCH located across from the search box in the Public View. With the advanced search, you can search by keyword, commodity code, price and supplier.

[PUBLIC VIEW](#)

## 10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

## 11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address	Contact Information
Spectrum Paint Applicator, Inc. 11-1965996	95 Evergreen Avenue Brooklyn, NY 11206	Arthur Edelson e-mail: <a href="mailto:spctrm@optonline.net">spctrm@optonline.net</a> 800-219-1128 716-628-1392 Fax
Dillon Supply Co. 56-0201300	216 South West St. Raleigh, NC 27603	Jack Johnson e-mail: <a href="mailto:jackr@dillonsupply.com">jackr@dillonsupply.com</a> 919-838-4344 800-662-7304 919-838-4352 Fax

### DILLON SUPPLY COMPANY LOCATIONS

LOCATION	PHONE NO. FAX NO.	MANAGER
2127 Wilkinson Blvd. Charlotte, NC 28208	704-332-6151 704-342-3187 Fax	Jim Ellis
1035 North Williams Street Goldsboro, NC 27530	919-735-2421 919 731-7524 Fax	David Williams
216 South West Street Raleigh, NC 27603	919-838-4344 919-838-4352 Fax	Jack Johnson
225 Linden Street Winston Salem, NC 27102	336-723-2961 336-723-3120 Fax	Eric Dillon
P.O. Box 837 Welcome, NC 27374	(704) 731-3446 (704) 731-2608 Fax (704) 242-3446 Car	
348 S. Washington St. Rocky Mount, NC 27801	252-442-2161 252-442-5532 Fax	Dwain Vick

## 12. Warranty

Items offered are to be free from any and all defects in material, packaging and workmanship and agree to replace defective items promptly at no charge to the State, for a period of 90 days from date of acceptance. Such replacement shall include parts, freight, labor and round-trip travel to the user's site, which will all be the responsibility of the contractor.

## 13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 14. Contract Addenda

Effective Date: 5/6/03	Changed e-mail address for Spectrum Paint.
Extension Date: 08/21/03	Contract extended to 08/31/04
Extension Date: 08/31/04	Contract extended to 12/31/04
Extension Date: 11/24/04	Contract extended to 02/28/05

**Term Contract No. 630B**

Extension Date: 02/24/04	Contract extended to 09/30/05
Extension Date: 09/28/2005	Contract extended to 01/31/06